EXHIBIT 30

COMMONWEALTH LAND. TITLE INSURANCE COMPANY A Reliance Group Holdings Company

TITLE INSURANCE COMMITMEN

Commitment No.

File No. CT-17954 A

DESCRIPTION

ALL that certain tract, lot and parcel of land lying and being in the City of Newark, County of Essex and state of New Jersey, being more particularly described as follows:

Beginning at a point on the southwesterly line of Silver Street, said point being a distance of 75.42 feet southeasterly from a point formed by the intersection of the southwesterly line of Silver Street and the southeasterly line of Smith Street; thence

- South 32 degrees 19 minutes West, 92.14 feet to a point;
- South 57 degrees 41 minutes East, 25.00 feet to a point;
 thence
- 3. North 32 degrees 19 minutes East, 89.15 feet to the southwesterly side of Silver Street; thence
- 4. Along the same, North 51 degrees 42 minutes West, 25.14 feet to the point and place of Beginning.

The above description is drawn in accordance with a survey prepared by Baseline Surveying, Inc., dated August 1, 1996.

Being known as Lot 367 on a map entitled "Map of Lindlsey Manor", City of Newark, County of Essex, N.J., Map filed October 17, 1896, No. 481.

NOTE: Being Lot(s) 5, Block 4108, Tax Map of the City of Newark.

Issued By:

COASTAL TITLE AGENCY, INC.

P.O. Box 740, 21 W. Main Street, Suite 2, Freehold, NJ 07728

(908) 308-1660 (800) 521-0378 (908) 775-5543 FAX #(908) 308-1881

INFORMATION SHEET

The Title Insurance Commitment is a legal contract between you and Commonwealth Land Title Insurance Company. It is issued to show the basis on which we will issue a Title Insurance Policy to you. The Policy will insure you against certain risks to the land title, subject to the limitations shown in the Policy.

The Company will give you a sample of the Policy Form, if you ask.

The Commitment is based on the land title as of the Commitment Date. Any changes in the land title or the transaction may affect the Commitment and the Policy.

The Commitment is subject to its Requirements, Exceptions and Conditions.

THIS INFORMATION IS NOT PART OF THE TITLE INSURANCE COMMITMENT.

YOU SHOULD READ THE COMMITMENT VERY CAREFULLY.

If you have any questions about the commitment, contact the Issuing Agent.

TABLE OF CONTENTS Page AGREEMENT TO ISSUE POLICY 2 SCHEDULE A Insert 1. Commitment Date 2. Policies to be Issued, Amounts and Proposed Insureds 3. Interest in the Land and Owner 4. Description of the Land SCHEDULE B-I - REQUIREMENTS Insert SCHEDULE B-II = EXCEPTIONS Insert CONDITIONS THILE INSURANCE COMMITMENT irance Company COASTAL TITLE AGENCY, INC. COMMONWEALTH LAND TITLE INSURANCE COMPANY P.O. Box 740 Freehold, NJ 07728

Countersigned

Toll Free in N.J. 800-521-0378 (908) 308-1660

AUTHORIZED SIGNATORY

COMMONWEALTH LAND TITLE INSURANCE COL NY A Reliance Group Holdings Company

TITLE INSURANCE COMMITMENT

SCHEDULE A

Commitment No.

1. Commitment Date: July 16, 1996

File No. CT-17954 A

Policy or Policies to be issued:

Policy Amount

(a) [X] ALTA Residential Title Insurance Policy One-to-Four Family Residences (6/1/87)

\$ 150,000.00

] ALTA Owner -- (4/6/92)

5

Proposed Insured:

RONALD BALOGH

(b) [X] ALTA Loan Policy (10/17/92)

Proposed Insured:

NATIONAL HOME FUNDING, INC., Vits successors and/or its assigns 3443 Highway 9 North Preehold, NJ 07728

- 3. LEASEHOLD interest in the land described in this Commitment is owned, at the Commitment Date, by Cristo Property Management, Ltd. by deed from, F.B.C., Inc., dated and is about to be recorded in the Essex County Clerk's Office.
 - 4. The land referred to in this Commitment is in the County of Essex, City of Newark, State of New Jersey and is described as follows:

Issued By:

COASTAL TITLE AGENCY, INC.

P.O. Box 740, 21 W. Main Street, Suite 2, Freehold, NJ 07728

(908) 308-1660, (800) 521-0378, (908) 775-5543, FAX≠ (908) 308-1881

COMMONWEALTH LANT TITLE INSURANCE COMPANY A Reliance Group Holdings Company

TITLE INSURANCE COMMITMENT

Commitment No.

File No. CT-17954 A

DESCRIPTION

ALL that certain tract, lot and parcel of land lying and being in the City of Newark, County of Essex and state of New Jersey, being more particularly described as follows:

Beginning in the southerly side of Silver Street (formerly Wall Street) at a point therein distant easterly 75.42 feet from the intersection of the same with the easterly side of Smith Street (formerly Hillside Road) and from thence running:

- South 32 degrees 19 minutes West, 92.14 feet to a point; thence
- South 57 degrees 41 minutes East, 25.00 feet to a point; thence
- North 32 degrees 19 minutes East, 89.15 feet to the southerly side of Silver Street; thence
- 4. Along the same, North 51 degrees 42 minutes West, 25.14 feet to the point and place of Beginning.

Being known as Lot 367 on a map entitled "Map of Lindlsey Manor", City of Newark, County of Essex, N.J., Map filed October 17, 1896, No. 481.

NOTE: Being Lot(s) 5, Block 4108, Tax Map of the City of Newark.

 CUMMUNWEALTH LAND
TITLE INSURANCE COL NY
A Reliance Group Holdings Company

TITLE INSURANCE COMMITMENT

SCHEDULE B - SECTION 1

Commitment No.

File No. CT-17954 A

REQUIREMENTS

The following requirements must be met:

- (a) Pay the agreed amounts for the interest in the land and/or the mortgage to be insured.
- (b) Pay us the premiums, fees and charges for the policy.
- (c) Document(s) satisfactory to us creating the interest in the land and/or the mortgage to be insured must be signed, delivered and recorded:
 - 1. Deed made by present owner(s) to the proposed insured(s) named in Schedule A, 2(a).
 - Mortgage made by purchaser(s) to the proposed insured(s) named in Schedule A, 2(b).
- (d) You must tell us in writing the name of anyone not referred to in this Commitment who will get an interest in the land or who will make a loan on the land. We may then make additional requirements or exceptions.
- (e) Proof is required as to the past and present marital status of the proposed grantors/mortgagors.
 - NOTE: The spouse of the record owner must join in the proposed transaction, unless this is not the principal marital residence and was acquired subsequent to May 28, 1980. On any property acquired prior to May 28, 1980, the spouse must join in the proposed transaction regardless of whether it is the principal marital residence or not.
- (f) All taxes and other municipal liens are to be paid through and including the current quarter.
 - NOTE: In the event the tax search reveals a senior citizen deduction or a veteran's deduction, a proper escrow must be established to safeguard in the event the deduction is disallowed. If it is to be disallowed, the deduction should be restored to the taxes when calculating your adjustment.
- (g) Municipal Lien and Unconfirmed Assessment Searches have been ordered, not yet received.
- (h) New Jersey Superior and U.S. District Court and County judgment searches are clear.
- Subject to such facts which would be disclosed by sellers, purchasers, and/or borrowers affidavit of title, to be submitted.

- (j) Receipt of proper corporate affidavit of title for Cristo Property Management, Ltd.
- (k) Certificate as to corporate resolution authorizing the proposed deed made by the proposed grantor is to be submitted.
- (1) As an accommodation, a Flood Letter has been ordered, but not yet received.

NOTE: It is required that a Notice of Settlement be recorded and we require that all searches be rundown prior to closing.

NOTE: There is a possibility that the mortgage being insured herein must include one of the following:

- a. Variable Rate Endorsement Renegotiable or Adjustable.
- b. Negative Amortization Endorsement

There is an additional \$25.00 charge for this endorsement and, if Negative Amortization is required, possibly an increase in premium. When this has been determined we are to be notified prior to closing in order to make the necessary amendment to the Title Commitment and our invoice.

NOTE: This Policy will insure all facsimile copies of endorsements as originals.

NOTE: The attached ALTA 9 Specimen Endorsement will be made a part of the Mortgage Policy to be issued. Special comprehensive title protection is afforded by said endorsement to the Mortgagee only. Affirmative insurance to the Owners can be given on a line by line basis. Please see Schedule B, Section 2.

NOTE: The attached ALTA 8.1 Specimen Endorsement will be made a part of the Mortgage Policy to be issued.

NOTE: We require a copy of the closing statement be submitted with the closing package.

NOTE: The attached ALTA 1 Specimen Endorsement will be made a part of the Mortgage Policy to be issued.

Schedule B-Section 1 Form No. 1106-3

COMMONWEALTH LAND TITLE INSURANCE CO CANY A Reliance Group Holdings Company

TITLE INSURANCE COMMITMENT

SCHEDULE B - SECTION II

File No. CT-17954 A

EXCEPTIONS

Any policy we issue will have the following exceptions unless they are taken care of to our satisfaction.

- Rights or claims of parties in possession of the land not shown by the public record.
- 2. Easements, or claims of easements, not shown by the public record.
- Any facts about the land which a correct survey would disclose, and which are not shown by the public record.
- Any liens on your title, arising now or later, for labor and material not shown by the public record.
- 5. Taxes, charges and assessments:
- Subsurface conditions or encroachments not disclosed by an instrument of record. (Owner's Policy Only)
- 7. Lien for unpaid taxes for the year 1996.
- Possible additional taxes assessed or levied under N.J.S.A. 54:4-63.1 et seq.

NOTE: Policy insures that the alphabetical Indicies have been searched through the recording of the Deed and/or Mortgage, and same are properly indexed.

9. Subject to rights of the utility company servicing the insured property for water, sewer, electric, telephone and cable television.

NOTE: Policy insures that the dwelling does not encroach on the utility lines and said utility lines do not interfere with the use and occupancy of the dwelling for residential purposes.

NOTE: This policy insures that the mortgage set forth under Schedule A hereof is a valid first lien on the property described therein.

Countersigned:

Authorized Signatory

Page 5

Schedule B-Section II Form No. 1106-6 NJRB 3-02 10-15-82 Commonwealth
Land Title Insurance Compan

Audit No. X01-015114

Date: July 30, 1996

To: National Home Funding, Inc., its successors and/or its assigns
3443 Highway 9 North
Freehold, NJ 07728
Attention: Closing Department

RE: Closing Service Letter
Issuing Agent or Attorney whose conduct is covered:
Stanley Yakcer, Esq.
330 Highway 34
Suite 3
Matawan, NJ 07747

File No: CT-17954 A
Transaction: RONALD BALOGH
Premises: 26 SILVER STREET
NEWARK

Dear Customer:

When title insurance of Commonwealth Land Title Insurance Company is specified for your protection in connection with the closing of the above described real estate transaction in which you are to be a lender secured by a mortgage of an interest in land, the Company, subject to the Conditions and Exclusions set forth below, hereby agrees to reimburse you for actual loss incurred by you in connection with that closings when conducted by the above named Issuing Agent (an agent authorized to issue title insurance for the Company) of Commonwealth Land Title Insurance Company or the above named Attorney and when such loss arises out of:

- Failure of the Issuing Agent or Attorney to comply with your written closing instructions to the extent that they relate to: (a) the title to said interest in land or the validity, enforceability and priority of the lien of said mortgage on said interest in land, including the obtaining of documents and the disbursement of funds necessary to establish such title or lien, or (b) the collection and payment of funds due you; or
- Fraud of or misapplication by the Issuing Agent or Attorney in handling your funds in connection with the matters set forth in numbered paragraph 1 above.

If you are a lender protected under the foregoing paragraph, your borrower in connection with a loan secured by a mortgage on a one-to-four family dwelling, which is the principal residence of the borrower, shall be protected, but only to the extent of the fore-going paragraph 2, as if this letter were addressed to your borrower. If you are a purchaser of a one-to-four family dwelling, including a condominium unit, which is your principal residence, and are paying cash for the purchase, you are protected, but only to the extent of the foregoing paragraph 2.

NEW JERSEY LAND TITLE INSURANCE RATING BUREAU NJRB 6-04 8/1//94

CONDITIONS AND EXCLUSIONS

- A. The Company will not be liable to you for loss arising out of:
 - 1. Failure of the Attorney to comply with your closing instructions which require require title insurance protection inconsistent with that set forth in the title insurance binder or commitment issued by the Company. Instructions which require the removal of specific exceptions to title or compliance with the requirements contained in said binder or commitment shall not be deemed to be inconsistent.
 - 2. Loss or impairment of your funds in the course of collection or while on deposit with a bank due to bank failure, insolvency or suspension, except such as shall result from failure of the Issuing Agent or Attorney to comply with your written closing instructions to deposit the funds in a bank which you designated by name.
 - 3. Mechanics' and materialmen's liens in connection with a construction loan transaction, except to the extent that protection against such liens is afforded by a title insurance binder, commitment or policy of the Company.
- B. If the closing is to be conducted by an Issuing Agent or Attorney, a title insurance binder or commitment for the issuance of a policy of title insurance of the Company must have been received by you prior to the transmission of your final closing instrutions to the Attorney.
- C. When the Company shall have reimbursed you pursuant to this letter, it shall be subrogated to all rights and remedies which you would have had against any person or property had you not been so reimbursed. Liability of the Company for such reimbursement shall be reduced to the extent that you have knowingly and voluntarily impaired the value of such right of subrogation.
- D. Any liability of the Company for loss incurred by you in connection with closings of real estate transactions by an Issuing Agent or Attorney shall be limited to the protection provided by this letter. However, this letter shall not affect the protection afforded by a title insurance binder, commitment or policy of the Company.
- E. Claims shall be made promptly to the Company at its office at 8 Fenn Center, Philadelphia, Pennsylvania 19103. When the failure to give prompt notice shall prejudice the Company, then liability of the Company hereunder shall be reduced to the extent of such prejudice.

THIS LETTER DOES NOT APPOINT THE ABOVE NAMED ATTORNEY AS AN AGENT OF COMMONWEALTH LAND TITLE INSURANCE COMPANY.

The protection under this Letter is limited to the closing on the premises described in the caption of this Letter.

Commonwealth Land Title Insurance Company

Robert F. Agel President

Coastal Title Agency, Inc.

NEW JERSEY LAND TITLE INSURANCE RATING BUREAU NJRB 6-04 8/1/94

EXHIBIT 31

INFORMATION SHEET

The Title Insurance Commitment is a legal contract between you and Commonwealth Land Title Insurance Company. It is issued to show the basis on which we will issue a Title Insurance Policy to you. The Policy will insure you against certain risks to the land title, subject to the limitations

The Company will give you a sample of the Policy Form, if you ask.

The Commitment is based on the land title as of the Commitment Date. Any changes in the land title or the transaction may affect the Commitment and the Policy.

The Commitment is subject to its Requirements, Exceptions and Conditions.

THIS INFORMATION IS NOT PART OF THE TITLE INSURANCE COMMITMENT.

YOU SHOULD READ THE COMMITMENT VERY CAREFULLY.

If you have any questions about the commitment, contact the issuing Agent.

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Page

AGREEMENT TO ISSUE POLICY SCHEDULE A

1. Commitment Date

Insert

- 2. Policies to be Issued, Amounts and Proposed Insureds
- 3. Interest in the Land and Owner

4. Description of the Land

SCHEDULE B-I - REQUIREMENTS

SCHEDULE B-II - EXCEPTIONS

Insert

Insert

CONDITIONS

TITLE INSURANCE COMMITMENT



 $Commonwealth_{*}$ Land Title Insurance Company

COASTAL TITLE AMERUY, 11.5. P.O. Box 740

Freehold, NJ 07728 Toll Free in N.J. 800-521-0378 (908) 308-1550

Countersigned:

COMMONWEALTH LAND TITLE INSURANCE COMPANY



and Title Association Commitment - 1982

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AGREEMENT TO ISSUE POLICY

Page 2

We agree to issue a policy to you according to the terms of this Commitment. When we show the policy amount and your name as the proposed insured in Schedule A, this Commitment becomes effective as of the Commitment Date shown in Schedule A.

If the Requirements shown in this Commitment have not been met within nine (9) months after the Commitment Date, our obligation under this Commitment will end. Also, our obligation under this Commitment will end when the Policy is issued and then our obligation to you will be under the Policy.

Our obligation under this Commitment is limited by the following:

- The Provisions in Schedule A.
- The Requirements in Schedule B-I.
- The Exceptions in Schedule B-II.
- The Conditions on Page 3.

This Commitment is not valid without SCHEDULE A and Sections I and II of SCHEDULE B.

Conditions on Inside Back Cover

WS1 033235

COMMONWEALTH LAPP THLE INSURANCE C. APANY A Reliance Group Holdings Company

TITLE INSURANCE COMMITMENT

SCHEDULE A

Commitment No.

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1) Commitment Date: July 9, 1996 File No. CT-17959 A
2) Policy or Policies to be issued: Policy Amount

(a) [X] ALTA Residential Title Insurance Policy
One-to-Four Family Residences (6/1/87)

\$ 125,000.00

[] ALTA Owner -- (4/6/92)

5

Proposed Insured:

RONALD BALOUGH

(b) [X] ALTA Lean Policy (10/17/92)

\$ 93,750.00

Proposed Insured:

NATIONAL HOME FUNDING, INC., its successors and/or its assigns 3443 Bighway 9 North Freehold, NJ 07728

- 3. FEE SIMPLE interest in the land described in this Commitment is owned, at the Commitment Date, by Cristo Property Management, Ltd. by deed from, F.B.C., Inc., et al, dated _____, about to be recorded in the Monmouth County Clerk's Office.
- 4. The land referred to in this Commitment is in the County of Monmouth, City of Long Branch, State of New Jersey and is described as follows:

Issued By:

COASTAL TITLE AGENCY, INC.

P.O. Box 740, 21 W. Main Street, Suite 2, Freehold, NJ 07728

(908) 308-1660, (800) 521-0378, (908) 775-5543, FAX# (908) 308-1881

COMMONWEALTH LAI TITLE INSURANCE COMPANY A Reliance Group Holdings Company

TITLE INSURANCE COMMITMEN

Commitment No.

File No. CT-17959 A

DESCRIPTION

ALL that certain tract, lot and parcel of land lying and being in the City of Long Branch, County of Monmouth and state of New Jersey, being more particularly described as follows:

Beginning at a point in the north side of a 26 foot wide street connecting Rockwell Avenue and Liberty Street, now known as Railroad Street, said point of beginning being distant 25 feet easterly from the southeast corner of Lot No. 45 owned by Annie E. Hayes; thence

- 1. In an easterly direction along the said northerly side of Railroad Street, 25.00 feet to a point; thence
- 2. In a northerly direction and parallel with the easterly side of said Lot No. 45, 98.00 feet, more or less, to the southerly line of Lot No. 24; thence
- 3. In a westerly direction along Lot No. 24, 25.00 feet and one inch to the northeasterly corner of lot, sold by Robert Higginson to Jere P. Baldwin; thence
- 4. In a southerly direction, parallel with the east line of Lot No. 45, 94.00 feet, more or less to the place of Beginning.

Being a part of Lot No. 44 as laid down on a map of Joel Potter Estate, on the west side of Liberty Street.

NOTE: Being Lot(s) 41, Block 313, Tax Map of the City of Long Branch.

Issued By:

COASTAL TITLE AGENCY, INC.

P.O. Box 740, 21 W. Main Street, Suite 2, Freehold, NJ 07728

(908) 308-1660 (800) 521-0378 (908) 775-5543 FAX #(908) 308-1881

COMMONWEALTH LAND TITLE INSURANCE C . APANY A Reliance Group Holdings Company

TITLE INSURANCE COMMITMENT

SCHEDULE B - SECTION 1

Commitment No.

File No. CT-17959 A

REQUIREMENTS

The following requirements must be met:

- (a) Pay the agreed amounts for the interest in the land and/or the mortgage to be insured.
- (b) Pay us the premiums, fees and charges for the policy.
- (c) Document(s) satisfactory to us creating the interest in the land and/or the mortgage to be insured must be signed, delivered and recorded:
 - 1. Deed made by present owner(s) to the proposed insured(s) named in Schedule A, 2(a).
 - 2. Mortgage made by purchaser(s) to the proposed insured(s) named in Schedule A, $Z\{b\}$.
- (d) You must tell us in writing the name of anyone not referred to in this Commitment who will get an interest in the land or who will make a loan on the land. We may then make additional requirements or exceptions.
- (e) Proof is required as to the past and present marital status of the proposed grantors/mortgagors.
 - NOTE: The spouse of the record owner must join in the proposed transaction, unless this is not the principal marital residence and was acquired subsequent to May 28, 1980. On any property acquired prior to May 28, 1980, the spouse must join in the proposed transaction regardless of whether it is the principal marital residence or not.
- (f) All taxes and other municipal liens are to be paid through and including the current quarter.
 - NOTE: In the event the tax search reveals a senior citizen deduction or a veteran's deduction, a proper escrow must be established to safeguard in the event the deduction is disallowed. If it is to be disallowed, the deduction should be restored to the taxes when calculating your adjustment.
- (g) Municipal Lien and Unconfirmed Assessment Searches have been ordered, not yet received.
- (h) County judgment search is clear.
- (i) New Jersey Superior and U.S. District Court judgment search discloses a judgment or judgments which are to be cancelled of record or disposed of by a specific affidavit which is to be submitted.

- (j) Subject to such facts which would be disclosed by sellers, purchasers, and/or borrowers affidavit of title, to be submitted.
- (k) Receipt of proper corporate affidavit of title for Cristo Property Management, Ltd.
- Certificate as to corporate resolution authorizing the proposed deed made by the proposed grantor is to be submitted.

NOTE: Flood search is attached hereto and is provided as an accommodation only. No liability is assumed for the results of said flood search.

 ${\tt NOTE:}\$ There is a possibility that the mortgage being insured herein must include one of the following:

- a. Variable Rate Endorsement Renegotiable or Adjustable.
- b. Negative Amortization Endorsement

There is an additional \$25.00 charge for this endorsement and, if Negative Amortization is required, possibly an increase in premium. When this has been determined we are to be notified prior to closing in order to make the necessary amendment to the Title Commitment and our invoice.

NOTE: This Policy will insure all facsimile copies of endorsements as originals.

NOTE: The attached ALTA 9 Specimen Endorsement will be made a part of the Mortgage Policy to be issued. Special comprehensive title protection is afforded by said endorsement to the Mortgagee only. Affirmative insurance to the Owners can be given on a line by line basis. Please see Schedule B, Section 2.

NOTE: The attached ALTA 8.1 Specimen Endorsement will be made a part of the Mortgage Policy to be issued.

NOTE: We require a copy of the closing statement be submitted with the closing package.

NOTE: The attached ALTA 1 Specimen Endorsement will be made a part of the Mortgage Policy to be issued.

Schedule B-Section 1 Form No. 1106-3 575 N 18 18 18 18

COMMONWEALTH LAND TITLE INSURANCE C APANY A Reliance Group Holdings Company

TITLE INSURANCE COMMITMENT

SCHEDULE B - SECTION II

File No. CT-17959 A

EXCEPTIONS

Amy policy we issue will have the following exceptions unless they are taken care of to our satisfaction.

- Rights or claims of parties in possession of the land not shown by the public record.
- 2. Easements, or claims of easements, not shown by the public record.
- Any facts about the land which a correct survey would disclose, and which are not shown by the public record.
- Any liens on your title, arising now or later, for labor and material not shown by the public record.
- 5. Taxes, charges and assessments:
- Subsurface conditions or encroachments not disclosed by an instrument of record. (Owner's Policy Only)
- 7. Lien for unpaid taxes for the year 1996.
- 8. Possible additional taxes assessed or levied under N.J.S.A. 54:4-63.1 et sec.

NOTE: Policy insures that the alphabetical Indicies have been searched through the recording of the Deed and/or Mortgage, and same are properly indexed.

 Subject to rights of the utility company servicing the insured property for water, sewer, electric, telephone and cable television.

NOTE: Policy insures that the dwelling does not encroach on the utility lines and said utility lines do not interfere with the use and occupancy of the dwelling for residential purposes.

NOTE: This policy insures that the mortgage set forth under Schedule λ hereof is a valid first lien on the property described therein.

Countersigned:

Authorized Signatory

Page 5

Schedule B-Section II Form No. 1106-6 NURB 3-02 10-15-82 Commonwealth
Land Title Insurance Compa

Audit No. X01-015112

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Date: July 30, 1996

To: National Home Funding, Inc., its successors and/or its assigns 3443 Highway 9 North Freehold, NJ 07728 Attention: Closing Department

RE: Closing Service Letter
Issuing Agent or Attorney whose conduct is covered:
Stanley Yacker, Esq.
330 Highway 34
Suite 3
Hatawan, NJ 07747

File No: CT-17959 A
Transaction: RONALD BALOUGH
Premises: 251 WILBUR STREET
LONG BRANCH

Dear Customer:

When title insurance of Commonwealth Land Title Insurance Company is specified for your protection in connection with the closing of the above described real estate transaction in which you are to be a lender secured by a mortgage of an interest in land, the Company, subject to the Conditions and Exclusions set forth below, hereby agrees to reimburse you for actual loss incurred by you in connection with that closings when conducted by the above named Issuing Agent (an agent authorized to issue title insurance for the Company) of Commonwealth Land Title Insurance Company or the above named Attorney and when such loss arises out of:

- 1. Failure of the Issuing Agent or Attorney to comply with your written closing instructions to the extent that they relate to: (a) the title to said interest in land or the validity, enforceability and priority of the lien of said mortgage on said interest in land, including the obtaining of documents and the disbursement of funds necessary to establish such title or lien, or (b) the collection and payment of funds due you; or
- 2. Fraud of or misapplication by the Issuing Agent or Attorney in handling your funds in connection with the matters set forth in numbered paragraph 1 above.

If you are a lender protected under the foregoing paragraph, your borrower in connection with a loan secured by a mortgage on a one-to-four family dwelling, which is the principal residence of the borrower, shall be protected, but only to the extent of the fore-going paragraph 2, as if this letter were addressed to your borrower. If you are a purchaser of a one-to-four family dwelling, including a condominium unit, which is your principal residence, and are paying cash for the purchase, you are protected, but only to the extent of the foregoing paragraph 2.

NEW JERSEY LAND TITLE INSURANCE RATING BUREAU

NJRB 6-04 8/1//94

CONDITIONS AND EXCLUSIONS

- A. The Company will not be liable to you for loss arising out of:
 - Failure of the Attorney to comply with your closing instructions which require require title insurance protection inconsistent with that set forth in the title insurance binder or commitment issued by the Company. Instructions which require the removal of specific exceptions to title or compliance with the requirements contained in said binder or commitment shall not be deemed to be inconsistent.
 - 2. Loss or impairment of your funds in the course of collection or while on deposit with a bank due to bank failure, insolvency or suspension, except such as shall result from failure of the Issuing Agent or Attorney to comply with your written closing instructions to deposit the funds in a bank which you designated by name.
 - Mechanics' and materialmen's liens in connection with a construction loan transaction, except to the extent that protection against such liens is afforded by a title insurance binder, commitment or policy of the Company.
- B. If the closing is to be conducted by an Issuing Agent or Attorney, a title insurance binder or commitment for the issuance of a policy of title insurance of the Company must have been received by you prior to the transmission of your final closing instrutions to the Attorney.
- C. When the Company shall have reimbursed you pursuant to this letter, it shall be sub-rogated to all rights and remedies which you would have had against any person or property had you not been so reimbursed. Liability of the Company for such reimbursement shall be reduced to the extent that you have knowingly and voluntarily impaired the value of such right of subrogation.
- D. Any liability of the Company for loss incurred by you in connection with closings of real estate transactions by an Issuing Agent or Attorney shall be limited to the protection provided by this letter. However, this letter shall not affect the protection afforded by a title insurance binder, commitment or policy of the Company.
- E. Claims shall be made promptly to the Company at its office at 8 Penn Center, Philadelphia, Pennsylvania 19103. When the failure to give prompt notice shall projudice the Company, then liability of the Company hereunder shall be reduced to the extent of such prejudice.

THIS LETTER DOES NOT APPOINT THE ABOVE NAMED ATTORNEY AS AN AGENT OF COMMONWEALTH LAND TITLE INSURANCE COMPANY.

The protection under this Letter is limited to the closing on the premises described in the caption of this Letter.

Commonwealth Land Title Insurance Company

Coastal Title Agency, Inc.

Agent

NEW JERSEY LAND TITLE INSURANCE RATING BUREAU NJRB 6-04 8/1/94

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	COMMONWEALTH LAND TITLE INSURANCE COMPANY	•
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- 1	Reliance Group	Holdings Company		TITLE INSURANC		
			•	POLICY NUMBER P89-094045		
		SCREDUL	A S			
Атюш	t of Insurance	\$90,000.00	tran			
Premi	山柳	Simultaneous Issue	F1Te No. ET	-17959 A		
Date	of Policy	January 30, 1997				
	ome of Insured;					
		i. its successors and/o Freehold, NJ 07728	-	•		
2. Th	The estate or interest in the land described in this Schedule and which is encumbered by the insured mortgage is: FEE SIMPLE and is at Date of Policy vested in:					
RO	MALD C. BALOGH JR.		is at pate of Policy ves	ted in:		
3. Th	. The mortgage, herein referred to as the insured mortgage, and the assignments thereof, if any, are described as follows:					
Mo	Mortgage from RONALD C. BALCSH JR. to NATIONAL HOME FUNDING, to secure the payment of \$90,000.00 and interest, dated August 20, 1996, recorded January 30, 1997, in the Mormouth County Clerk's/Register's office in mortgage book					
4. The	land referred to i		fhed ar not east to	insured		
		See Description At	tached			
	P.O. Box 740, (908) 308-1650 (Issued By: CDASTAL TITLE ASPIC		B01		
Counters						
	Autho	rized Officer or Agent				

E0M000002

MONWEALTH LAND THE INSURANCE COMPANY A Reliance Group Holdings Company

TITLE INSURANCE COMMITMENT

Commitment No.

File No. CT-17959 A

DESCRIPTION

ALL that certain tract. lot and parcel of Land lying and being in the City of Long Branch, County of Monkouth and state of New Jersey, being more particularly described as follows:

Beginning at a point in the northerly line of Wilhur Ray Avenue (Potter Avenue), said point being distant 491.17 feet westerly from the corner formed by the intersection of the northerly line of Wilhur Ray Avenue and the westerly line of Liberty Street running; thence

- Along the northerly line of Wilbur Ray Avenue, South 76 degrees 21 minutes 00 seconds West, 25.00 feet to a point; thence
- North 13 degrees 39 minutes 00 seconds West, 94.34 feet to
- 3. North 71 degrees 10 minutes 00 seconds East, 25.10 feet to a point; thence
- 4. South 13 degrees 39 minutes 00 seconds East, 96.62 feet to the point or place of Beginning.

The above description is drawn in accordance with a survey prapared by William J. Flore, Inc., dated August 1, 1996.

Being a part of Lot No. 44 as lead and accordance with a survey

Being a part of Lot No. 44 as laid down on a map of Joel Potter Estate, on the west side of Liberty Street.

NOTE: Being Lot(s) 41, Block 313, Tax Map of the City of Long Branch.

Issued By:

COASTAL TITLE AGENCY, INC.

P.O. Box 740, 21 W. Main Street, Suite 2, Preshold, NV 07728

(508) 308-1650 (800) 521-0378 (908) 775-5543 FAX #(908) 308-1881

COM00000029

EXHIBIT 32

COMMONWEALTH LAND TITLE INSURANCE CC Y NY A Reliance Group Holdings Company

TITLE INSURANCE COMMITMENT

SCHEDULE A

Commitment No.

1.	Commitment Date: July 9, 1996	File No.	CT-17960 A
+.	Commitment Date: Duly 9, 1996	FIIE NO.	CI-1/960 A
2.	Policy or Policies to be issued:		Policy Amount
	(a) [X] ALTA Residential Title Insurance One-to-Four Family Residences (-	\$ 125,000.00
	[] ALTA Owner (4/6/92)		\$
	Proposed Insured: /		
	RONALD BALOGH	•	
	•		90 020
	(b) [X] ALTA Loan Policy (10/17/92)		\$ 93,750.00
	Proposed Insured:		
	NATIONAL HOME FUNDING, INC.,		
	its successors and/or its assigns		
	3443 Highway 9 North		
	Freehold, NJ 07728		
	Commitment Date, by Cristo Property M. F.B.C., Inc., dated and is about County Clerk's Office.	nagement, Ltd.	by deed from,
		•	-

Issued By: COASTAL TITLE AGENCY, INC.

4. The land referred to in this Commitment is in the County of Monmouth, City of Long Branch, State of New Jersey and is described as follows:

P.O. Box 740, 21 W. Main Street, Suite 2, Freehold, NJ 07728 (908) 308-1660, (800) 521-0378, (908) 775-5543, FAX# (908) 308-1881

COMMONWEALTH LAN TITLE INSURANCE COMPANY A Reliance Group Holdings Company

TITLE INSURANCE COMMITMENT

Commitment No.

File No. CT-17960 A

DESCRIPTION .

ALL that certain tract, lot and parcel of land lying and being in the City of Long Branch, County of Monmouth and state of New Jersey, being more particularly described as follows:

Beginning at a point in the southerly right of way line of Central Avenue (60 foot right of way), said point being 223.50 feet westerly along same from the westerly line of Liberty Street and running; thence

- 1. South 19 degrees 30 minutes 00 seconds East, a distance of 100.00 feet to a point; thence
- 2. South 70 degrees 30 minutes 00 seconds West, a distance of 25.00 feet to a point; thence
- 3. North 19 degrees 30 minutes 00 seconds West, a distance of 100.00 feet to a point in the southerly line of Central Avenue; thence
- 4. North 70 degrees 30 minutes 00 seconds East along same, a distance of 25.00 feet to the point and place of Beginning.

NOTE: Being Lot(s) 21, Block 313, Tax Map of the City of Long Branch.

Issued By:

COASTAL TITLE AGENCY, INC.

P.O. Box 740, 21 W. Main Street, Suite 2, Freehold, NJ 07728

(908) 308-1660 (800) 521-0378 (908) 775-5543 FAX #(908) 308-1881

WS1 060267

COMMONWEALTH LAND TITLE INSURANCE CL ANY A Reliance Group Holdings Company

TITLE INSURANCE COMMITMENT

SCHEDULE B - SECTION 1

Commitment No.

File No. CT-17960 A

REQUIREMENTS

The following requirements must be met:

- (a) Pay the agreed amounts for the interest in the land and/or the mortgage to be insured.
- (b) Pay us the premiums, fees and charges for the policy.
- (c) Document(x) satisfactory to us creating the interest in the land and/or the mortgage to be insured must be signed, delivered and recorded:
 - 1. Deed made by present owner(s) to the proposed insured(s) named in Schedule A, 2(a).
 - 2. Mortgage made by purchaser(s) to the proposed insured(s) named in Schedule A, 2(b).
- (d) You must tell us in writing the name of anyone not referred to in this Commitment who will get an interest in the land or who will make a loan on the land. We may then make additional requirements or exceptions.
- (e) Proof is required as to the past and present marital status of the proposed grantors/mortgagors.
 - NOTE: The spouse of the record owner must join in the proposed transaction, unless this is not the principal marital residence and was acquired subsequent to May 28, 1980. On any property acquired prior to May 28, 1980, the spouse must join in the proposed transaction regardless of whether it is the principal marital residence or not.
- (f) All taxes and other municipal liens are to be paid through and including the current quarter.
 - NOTE: In the event the tax search reveals a senior citizen deduction or a veteran's deduction, a proper escrow must be established to safeguard in the event the deduction is disallowed. If it is to be disallowed, the deduction should be restored to the taxes when calculating your adjustment.
- (g) Municipal Lien and Unconfirmed Assessment Searches have been ordered, not yet received.
- (h) New Jersey Superior and U.S. District Court and County judgment searches are clear.
- (i) Subject to such facts which would be disclosed by sellers, purchasers, and/or borrowers affidavit of title, to be submitted.

- (j) Receipt of proper corporate affidavit of title for Cristo Property Managment, Ltd.
- (k) Certificate as to corporate resolution authorizing the proposed deed made by the proposed grantor is to be submitted.
- (1) As an accommodation, a Flood Letter has been ordered, but not yet received.

NOTE: It is required that a Notice of Settlement be recorded and we require that all searches be rundown prior to closing.

NOTE: There is a possibility that the mortgage being insured herein must include one of the following:

- a. Variable Rate Endorsement Renegotiable or Adjustable.
- b. Negative Amortization Endorsement

There is an additional \$25.00 charge for this endorsement and, if Negative Amortization is required, possibly an increase in premium. When this has been determined we are to be notified prior to closing in order to make the necessary amendment to the Title Commitment and our invoice.

NOTE: This Policy will insure all facsimile copies of endorsements as originals.

NOTE: The attached ALTA 9 Specimen Endorsement will be made a part of the Mortgage Policy to be issued. Special comprehensive title protection is afforded by said endorsement to the Mortgagee only. Affirmative insurance to the Owners can be given on a line by line basis. Please see Schedule B, Section 2.

NOTE: The attached ALTA 8.1 Specimen Endorsement will be made a part of the Mortgage Policy to be issued.

NOTE: We require a copy of the closing statement be submitted with the closing package.

NOTE: The attached ALTA 1 Specimen Endorsement will be made a part of the Mortgage Policy to be issued.

Schedule B-Section 1 Form No. 1106-3

COMMONWEALTH LAND TITLE INSURANCE C('ANY A Reliance Group Holdings Company

TITLE INSURANCE COMMITMENT

SCHEDULE B - SECTION II

File No. CT-17960 A

EXCEPTIONS

Any policy we issue will have the following exceptions unless they are taken care of to our satisfaction.

- 1. Rights or claims of parties in possession of the land not shown by the public
- 2. Easements, or claims of easements, not shown by the public record.
- Any facts about the land which a correct survey would disclose, and which are not shown by the public record.
- 4. Any liens on your title, arising now or later, for labor and material not shown by the public record.
- 5. Taxes, charges and assessments:
- Subsurface conditions or encroachments not disclosed by an instrument of record. (Owner's Policy Only)
- 7. Lien for unpaid taxes for the year 1996.
- Possible additional taxes assessed or levied under N.J.S.A. 54:4-63.1 et seq.

NOTE: Policy insures that the alphabetical Indicies have been searched through the recording of the Deed and/or Mortgage, and same are properly indexed.

 Subject to rights of the utility company servicing the insured property for water, sewer, electric, telephone and cable television.

- NOTE: Policy insures that the dwelling does not encroach on the utility lines and said utility lines do not interfere with the use and occupancy of the dwelling for residential purposes.

NOTE: This policy insures that the mortgage set forth under Schedule ${\tt A}$ hereof is a valid first lien on the property described therein.

Countersigned:

Authorized Signatory

Page 5

Schedule B-Section 11 Form No. 1106-6

NURE 3-02 10-15-82

WS1 060270

COMMONWEALTH LANL TITLE INSURANCE COMPANY A Reliance Group Holdings Company

TITLE INSURANCE COMMITMENT

Commitment No.

File No. CT-17960 A

DESCRIPTION

ALL that certain tract, lot and parcel of land lying and being in the City of Long Branch, County of Monmouth and state of New Jersey, being more particularly described as follows:

Beginning at a point in the southerly right of way line of Central Avenue (60 foot right of way), said point being 223.50 feet westerly along same from the westerly line of Liberty Street and running; thence

- South 19 degrees 30 minutes 00 seconds East, a distance of 100.00 feet to a point; thence
- South 70 degrees 30 minutes 00 seconds West, a distance of 25.00 feet to a point; thence
- 3. North 19 degrees 30 minutes 00 seconds West, a distance of 100.00 feet to a point in the southerly line of Central Avenue; thence
- 4. North 70 degrees 30 minutes 00 seconds East along same, a distance of 25.00 feet to the point and place of Beginning.

The above description is drawn in accordance with a survey prepared by William J. Fiore, Inc., dated August 1, 1996.

NOTE: Being Lot(s) 21, Block 313, Tax Map of the City of Long Branch.

Issued By:

COASTAL TITLE AGENCY, INC.

P.O. Box 740, 21 W. Main Street, Suite 2, Freehold, NJ 07728

(908) 308-1660 (800) 521-0378 (908) 775-5543 FAX #(908) 308-1881

COMMONWEALTH LAND TITLE INSURANCE COMPANY

IMPORTANT NOTICE AND DISCLOSURE

- 1. By law Commonwealth Land Title Insurance Company is required to advise you that the Title Insurance Commitment issued by us may contain conditions, exceptions, exclusions, limitations and requirements governing our liability and the coverage you may receive. REAL ESTATE TRANSACTIONS ARE COMPLEX. THE COMPANY DOES NOT REPRESENT YOU AND CANNOT GIVE YOU LEGAL ADVICE. YOU ARE ENTITLED TO REVIEW THE TITLE INSURANCE COMMITMENT WITH AN ATTORNEY AT LAW OF YOUR OWN CHOOSING, AT YOUR EXPENSE, PRIOR TO THE TRANSFER OF TITLE. WE STRONGLY ADVISE THAT YOU DO SO.
- 2. THE ATTORNEY RETAINED BY YOU, OR BY YOUR LENDER, CLOSING OR SETTLING THIS TITLE IS NOT AN AGENT FOR AND DOES NOT ACT ON BEHALF OF COMMONWEALTH LAND TITLE INSURANCE COMPANY THE COMPANY ASSUMES NO LIABILITY FOR ANY LOSS, COST, OR EXPENSE INCURRED BY YOU BECAUSE YOUR ATTORNEY OR YOUR LENDER'S ATTORNEY HAS MADE A MISTAKE OR MISAPPLIED YOUR FUNDS. Because the attorney is not our agent, we assume no responsibility for any information, advice, or title insurance promises the attorney may give or make. Our only liability to you is under the terms of the Commitment, Policy and Closing Service Letter if you choose to obtain one.
- 3. If you desire to obtain protection from this Company regarding the application of your funds or compliance with requirements relating to the issuance of the proposed policy, the Company will, on request and the payment of the fees filed with, and approved by, the Department of Insurance, provide for a settlement service.
- 4. By law we are also required to advise you that we have been asked to issue a mortgage policy to the lender in the amount shown on Schedule A of the enclosed Title Insurance Commitment. If you have not already requested it, you have the right and opportunity to obtain title insurance in your own favor for an additional premium which we will quote on request.

COASTAL TITLE AGENCY, INC. P.O. BOX 740 FREEHOLD, NJ 07728 TOLL FREE IN N.J. 800-521-0378 (908) 308-1660

Commonwealth Land Title Insurance Compa

Audit No. X01-015113

Date: July 30, 1996

To: National Home Funding, Inc., its successors and/or its assigns
3443 Highway 9 North
Freehold, NJ 07728
Attention: Closing Department

RE: Closing Service Letter
Issuing Agent or Attorney whose conduct is covered:
Stanley Yacker, Esq.
330 Highway 34
Suite 3
Matawan, NJ 07747

File No: CT-17960 A
Transaction: RONALD BALOGH
Premises: 232 CENTRAL AVENUE
LONG BRANCH

Dear Customer:

When title insurance of Commonwealth Land Title Insurance Company is specified for your protection in connection with the closing of the above described real estate transaction in which you are to be a lender secured by a mortgage of an interest in land, the Company, subject to the Conditions and Exclusions set forth below, hereby agrees to reimburse you for actual loss incurred by you in connection with that closings when conducted by the above named Issuing Agent (an agent authorized to issue title insurance for the Company) of Commonwealth Land Title Insurance Company or the above named Attorney and when such loss arises out of:

- Failure of the Issuing Agent or Attorney to comply with your written closing instructions to the extent that they relate to: (a) the title to said interest in land or the validity, enforceability and priority of the lien of said mortgage on said interest in land, including the obtaining of documents and the disbursement of funds necessary to establish such title or lien, or (b) the collection and payment of funds due you; or
- Fraud of or misapplication by the Issuing Agent or Attorney in handling your funds in connection with the matters set forth in numbered paragraph 1 above.

If you are a lender protected under the foregoing paragraph, your borrower in connection with a loan secured by a mortgage on a one-to-four family dwelling, which is the principal residence of the borrower, shall be protected, but only to the extent of the fore-going paragraph 2, as if this letter were addressed to your borrower. If you are a purchaser of a one-to-four family dwelling, including a condominium unit, which is your principal residence, and are paying cash for the purchase, you are protected, but only to the extent of the foregoing paragraph 2.

NEW JERSEY LAND TITLE INSURANCE RATING BUREAU

NJRB 6~04 8/1//94

CONDITIONS AND EXCLUSIONS

- A. The Company will not be liable to you for loss arising out of:
 - Failure of the Attorney to comply with your closing instructions which require require title insurance protection inconsistent with that set forth in the title insurance binder or commitment issued by the Company. Instructions which require the removal of specific exceptions to title or compliance with the requirements contained in said binder or commitment shall not be deemed to be inconsistent.
 - 2. Loss or impairment of your funds in the course of collection or while on deposit with a bank due to bank failure, insolvency or suspension, except such as shall result from failure of the Issuing Agent or Attorney to comply with your written closing instructions to deposit the funds in a bank which you designated by name.
 - Mechanics' and materialmen's liens in connection with a construction loan transaction, except to the extent that protection against such liens is afforded by a title insurance binder, commitment or policy of the Company.
- B. If the closing is to be conducted by an Issuing Agent or Attorney, a title insurance binder or commitment for the issuance of a policy of title insurance of the Company must have been received by you prior to the transmission of your final closing instrutions to the Attorney.
- C. When the Company shall have reimbursed you pursuant to this letter, it shall be subrogated to all rights and remedies which you would have had against any person or property had you not been so reimbursed. Liability of the Company for such reimbursement shall be reduced to the extent that you have knowingly and voluntarily impaired the value of such right of subrogation.
- ...D. Any liability of the Company for loss incurred by you in connection with closings of real estate transactions by an Issuing Agent or Attorney shall be limited to the protection provided by this letter. However, this letter shall not affect the protection afforded by a title insurance binder, commitment or policy of the Company.
 - E. Claims shall be made promptly to the Company at its office at 8 Penn Center, Philadelphia, Pennsylvania 19103. When the failure to give prompt notice shall prejudice the Company, then liability of the Company hereunder shall be reduced to the extent of such prejudice.

THIS LETTER DOES NOT APPOINT THE ABOVE NAMED ATTORNEY AS AN AGENT OF COMMONWRALTH LAND TITLE INSURANCE COMPANY.

The protection under this Letter is limited to the closing on the premises described in the caption of this Letter.

Commonwealth Land Title Insurance Company

Robert F. Agel, President Coastal Title Agency, Inc.

Agen

NEW JERSEY LAND TITLE INSURANCE RATING BUREAU

NJRB 6-04 8/1/94

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dd	with	Policy	No.	187-074728

ONWEALTH LAND FITLE INSURANCE COMPANY A Reliance Group Holdings Company POLICY OF TITLE INSURANCE

POLICY NUMBER F89-094046

SCHEDULE A.

Amount of Insurance

\$90,000.00

File No. CT-17960 A

Premium

Simultaneous Issue

Date of Policy

February 11, 1997

1. Name of Insured:

NATIONAL HOME FUNDING, INC., its successors and/or its assigns 3443 Highway 9 North, Freehold, NJ 07728

- The estate or interest in the land described in this Schedule and which is encumbered by the insured hortgage is: FEE SIMPLE and is at Date of Policy vested in: ROMALD C. BALOGH, JR
- The mortgage, herein referred to as the insured mortgage, and the assignments thereof, if any, are described as follows:

Mortgage from ROWALD C. BALOSH. JR. Unwarried to NATIONAL HOME FUNDING, INC. to secure the payment of \$90,000.00 and interest. dated August 20, 1996, recorded February 11, 1997, in the Monmouth County Clerk's/Register's office in mortgage book 6137 page 0980.

4. The land referred to in this policy is described as set forth in the insured mortgage, is situated in the County of Monmouth, City of Long Branch State of New Jersey and is identified as follows:

See Description Attached

Issued By:
P.O. Box 740, 21 M. Hain Street, Suffe 2. Freehold, RJ 07728
(908) 308-1560 (800) 521-9378 (908) 775-5543 FAX #(908) 308-1881

Counters igned:

Authorized Officer or Agent

PA 20

ricen Levi Title Association town Policy - 1970 (Amended 10/17/70

COMD000024

MONWEALTH LAND TLE-INSURANCE COMPANY & Rehance Group Holdings Company

TITLE INSURANCE COMMITMENT

Commitment No.

F11a No. CT-17960 A

DESCRIPTION

ALL that certain tract, lot and parcel of land lying and being in the City of Long Branch, County of Monamouth and state of New Jersey, being more particularly described as follows:

Beginning at a point in the southerly right of way line of Central Avenue (60 foot right of way), said point being 223.50 feet westerly along same from the westerly line of Liberty Street and running; thence

- South 19 degrees 30 minutes 00 seconds East, a distance of 100.00 feet to a point; thence
- 2. South 70 degrees 30 minutes 00 seconds West, a distance of $25.00\ \text{feet}$ to a point; thence
- 3. North 19 degrees 30 minutes 00 seconds West, a distance of 100.00 feet to a point in the so southerly line of Central Avenue; thence
- North 70 degrees 30 minutes 00 seconds East along same, a distance of 25.00 feet to the point and place of Reginning.
- The above description is drawn in accordance with a survey prepared by William J. Piere, Inc., dated August 1, 1996.

NOTE: Being Lot(s) 21, Block 313, Tax Map of the City of Long Branch.

Essued By:

COASTAN TITLE REBUTY, INC.

F.O. Box 740, 21 W. Main Street, Suite 2, Freshold, NJ 07728

(908) 308-1660 (800) 521-0378 (908) 775-5543 FAX #(908) 108-198}.

сомоороо25

Policy No. F89-094046 File No. CT-17960 A

SCHEDULE

PART I

This policy does not insure against loss or damage by reason of the following:

- Encroachments, overlaps, boundary line disputes, and any other matters which
 would be disclosed by an accurate survey and inspection of the premises.
- Lien for unpaid taxes for the year 1996 and 1997. (Taxes have been paid through the second quarter 1996)
 Possible additional taxes assessed on levind and any taxes.
- Possible additional taxes assessed or levied under N.J.S.A. 54:4-63.1 et seq.
 - MOTE: Policy insures that the alphabetical Indicies have been searched through the recording of the Deed and/or Mortgage, and same are properly
- Subject to rights of the utility company servicing the insured property for water, sewer, electric, telephone and cable television.
 - NULE: Policy insures that the dwelling does not encroach on the utility lines and said utility lines do not interfere with the use and occupancy of the dwelling for residential purposes.
 - NOTE: This policy insures that the mortgage set forth under Schedule A hereof is a valid first lien un the property described therein.

NOTE: Unless Schedule B Part II is attached there are no subordinate matters that affect the title to the estate or interest referred to in Schedule A

American Land Title Association Lean Policy - 1970 (Mar. 10/17/70 and 10/17/54) Schools S-Part I

COMD000026

EXHIBIT 33

INFORMATION SHEET

The Title Insurance Commitment is a legal contract between you and Commonwealth Land Title Insurance Company. It is issued to show the basis on which we will issue a Title Insurance Policy to you. The Policy will insure you against certain risks to the land title, subject to the limitations shown in the Policy.

The Company will give you a sample of the Policy Form, if you ask.

The Commitment is based on the land title as of the Commitment Date. Any changes in the land title or the transaction may affect the Commitment and the Policy.

The Commitment is subject to its Requirements, Exceptions and Conditions.

THIS INFORMATION IS NOT PART OF THE TITLE INSURANCE COMMITMENT.

YOU SHOULD READ THE COMMITMENT VERY CAREFULLY.

If you have any questions about the commitment, contact the Issuing Agent.

TABLE OF CONTENTS

Page

AGREEMENT TO ISSUE POLICY

SCHEDULE A

2

1. Commitment Date

Insert

- 2. Policies to be Issued, Amounts and Proposed Insureds
- 3. Interesting the Land and Owner
- 4. Description of the Land

SCHEDULE B-I - REQUIREMENTS

Insert

SCHEDULE B-II - EXCEPTIONS

Insert

SCHEDULE B-II - EXCEPTION

msen

CONDITIONS

3

TITLE INSURANCE COMMITMENT

B,



Commonwealth. Land Title Insurance Company

COASTAL TITLE AGENUT, 1136.

P.O. Box 740 Freehold, NJ 07728 Toll Free in N.J. 800-521-0378 (908) 308-1660

Countersigned:

By AUTHORIZED SIGNATORY

COMMONWEALTH LAND TITLE INSURANCE COMPANY



rest: James J. D. Lyrus

Secretar

American Land Title Association Commitment - 1982 NJBR 3-02

WS1 040588

Form 1106-9

COMMONWEALTH LAND TITLE INSURANCE C APANY A Reliance Group Holdings Company

TITLE INSURANCE COMMITMENT

SCHEDULE A

Commitment No.

1. Commitment Date: June 29, 1996

File No. CT-17956 A

2. Policy or Policies to be issued:

Politicy Amount

(a) [X] ALTA Residential Title Insurance Policy One-to-Four Family Residences (6/1/87)

\$ 150,000.00

] ALTA Owner -- (4/6/92)

Proposed Insured:

RONALD BALOGH

(b) [X] ALTA Loan Policy (10417/92)

112,500.00

Proposed Insured: National Home Funding, Inc., its successors and/or its assigns 3443 Highway 9 North Freehold, NJ 07728

- 3. LEASEHOLD interest in the land described in this Commitment is owned, at the Commitment Date, by Cristo Property Management, Ltd. by deed from, Midlantic Bank, N.A., dated , recorded , in the Essex County Clerk's/Register's office in deed book , page . (about to be recorded).
- 4. The land referred to in this Commitment is in the County of Essex. Township of Irvington. State of New Jersey and is described as follows:

Issued Ev: COASTAL TITLE AGENCY, INC.
P.O. Ecx 740, 21 W. Main Street, Suite 2, Freehold, NJ 07728
(908) 308-1660, (800) 521-0378, (908) 775-5543, FAX# (908) 308-1851

COMMONWEALTH LAND TITLE INSURANCE COMPANY

IMPORTANT NOTICE AND DISCLOSURE

- 1. By law Commonwealth Land Title Insurance Company is required to advise you that the Title Insurance Commitment issued by us may contain conditions: exteptions, exclusions, limitations and requirements governing our; limitity and the coverage you may receive. Real ESTATE TRANSACTIONS ARE COMPLEX. THE COMPANY DOES NOT REPRESENT YOU AND CANNOT GIVE YOU LEGAL ADVICE. YOU ARE ENTITLED TO REVIEW THE TITLE INSURANCE COMMITMENT WITH AN ATTORNEY AT LAW OF YOUR OWN CHOOSING, AT YOUR EXPENSE, PRIOR TO THE TRANSFER OF TITLE. WE STRONGLY ADVISE THAT YOU DO SO.
- THE ATTORNEY RETAINED BY YOU, OR BY YOUR LENDER, CLOSING OR SETTLING THIS TITLE IS NOT AN AGENT FOR AND DOES NOT ACT ON BEHALF OF COMMONWEALTH LAND TITLE INSURANCE COMPANY THE COMPANY ASSUMES NO LIABILITY FOR ANY LOSS, COST, OR EXPENSE INCURRED BY YOU BECAUSE YOUR ATTORNEY OR YOUR LENDER'S ATTORNEY HAS MADE A MISTAKE OR MISAPPLIED YOUR FUNDS. Because the attorney is not our agent, we assume no responsibility for any information, advice, or table insurance promises the attorney may give or make. Cur only liability you is under the exerms of the Commitment, Policy and Closing Service Letter if your choose to obtain one.
- It you describe to obtain protection from this Company regarding the application of your funds or compliance with requirements relating to the issuance of the proposed policy, the Company will, on request and the payment if the fees filed with, and approved by, the Department of Insurance, provide for a settlement service.
- 4. By law we are also required to advise you that we have been asked to issue a corresponding to the lender in the amount shown on Schedule A of the encirsed Title Insurance Commitment. If you have not already requested it, you have the right and opportunity to obtain title insurance in your own favor for an additional premium which we will quote on request.

COASTAL TITLE AGENCY, INC. P.O. BOX 740 FREEHOLD, NJ 07728 TOLL FREE IN N.J. 800-521-0378 (908) 308-1660

COMMONWEALTH LA. TITLE INSURANCE COMPANY A Reliance Group Holdings Company

TITLE INSURANCE COMMITMEN.

Commitment No.

File No. CT-17956 A ...

DESCRIPTION

ALL that certain tract, lot and parcel of land lying and being in the Township of Irvington, County of Essex and state of New Jersey, being more particularly described as follows:

Beginning at a point in the westerly side of South 20th Street distant 387.50 feet northerly from the northwest corner of 16th Street; thence running

- 1. North 67 degrees 00 minutes west 100.00 feet to a point; thence
- 2. North 23 degrees 00 minutes east 37.50 feet to a point; thence
- 3. South 67 degrees 00 minutes east 100.00 feet to a point in the said westerly side of South 20th Street; thence
- 4. along the same, South 23 degrees 00 minutes west 37.50 feet to the potat and place of Beginning.

MOTE: Being Lot(s) 21, Block 159, Tax Map of the Township of Irvington.

Issued By:
COASTAL TITLE AGENCY, INC.
P.O. Box 740, 21 W. Main Street, Suite 2, Freehold, NJ 07728
(908) 308-1660 (800) 521-0378 (908) 775-5543 FAX #(908) 308-1881

COMMONWEALTH LAND TITLE INSURANCE C APANY A Reliance Group Holdings Company

TITLE INSURANCE COMMITMENT

SCHEDULE B - SECTION 1

Commitment No.

File No. CT-17956 A

REQUIREMENTS

The following requirements must be met:

- (a) Pay the agreed amounts for the interest in the land and/or the mortgage to be insured.
- (b) Pay us the premiums, fees and charges for the policy.
- (c) Document(s) satisfactory to us creating the interest in the land and/or the mortgage to be insured must be signed, delivered and recorded:
 - 1. Deed made by present owner(s) to the proposed insured(s) named in Schedule A, 2(a).
 - 2. Mortgage made by purchaser(s) to the proposed insured(s) named in Schedule A=260%
- (d) You must tribus in writing the name of anyone not referred to in this Commitment to will get an interest in the land or who will make a loan on the land. We may then make additional requirements or exceptions.
- (e) Froof is required as to the past and present marital status of the proposed grantors/mortgagors.
 - NOTE: The spouse of the record owner must join in the proposed transaction, unless this is not the principal marital residence and was acquired subsequent to May 28, 1980. On any property acquired prior to May 28, 1980, the spouse must join in the proposed transaction regardless of whether it is the principal marital residence or not.
- . (f) All taxes and other municipal liess are to be paid through and including the current quarter.
 - NOTE: In the event the tax search reveals a senior citizen deduction or a veteran's deduction, a proper escrow must be established to safeguard in the event the deduction is disallowed. If it is to be disallowed, the deduction should be restored to the taxes when calculating your adjustment.
 - (g) Municipal Lien and Unconfirmed Assessment Searches have been ordered, not yet received.
 - (h) New Jersey Superior and U.S. District Court and County judgment searches are clear.
 - (1) Subject to such facts which would be disclosed by sellers, purchasers, and/or borrowers affidavit of title, to be submitted.

- There is a possibility that the mortgage being insured herein the include one of the following: $\cdot \cdot \cdot$
 - .antable Rate Endorsement Renegotiable or Adjustable. Negative Amortization Endorsement
- is an additional \$25.00 charge for this endorsement and, if the state Amortization is required, possibly an increase in premium this has been determined we are to be notified prior to closing in the state of the necessary amendment to the Title.Commitment and our the state of the necessary amendment to the state of the state of
- γ . This Policy will insure all facsimile copies of endorsements as initials.
- 1. If ne attached ALTA 9 Specimen Endorsement will be made a part of the Mintiage Policy to be issued. Special comprehensive title protection is an indeed by said endorsement to the Mortgagee only. Affirmative insurance to the James can be given on a line by line basis. Please see Schedule B.
- $\rm VIE+$ The attached ALTA 8.1 Specimen Endorsement will be made a part of the Mirtgage Policy to be issued.
- $\texttt{NOTE:}\ \ \text{We require a copy of the closing statement be submitted with the liming package.}$
- $^{\circ}$. The attached ALTA 1 Specimen Endorsement will be made a part of the Mirthage Policy to be issued.
- ~ 5.11 . Flood search is attached hereto and is provided as an accommodation only. No liability is assumed for the results of said flood search.
- \cdot j) Ferentt of proper corporate affidavit of title for Cristo Property Management, Ltd.
- (i) (Prinficate as to corporate resolution authorizing the proposed deed made is the proposed grantor is to be submitted.

Schedute E-Section 1 Form No. 1156-3

COMMONWEALTH LAND TITLE INSURANCE C APANY A Reliance Group Holdings Company

TITLE INSURANCE COMMITMENT

SCHEDULE B - SECTION II

Commitment No.

File No. CT-17956 A

EXCEPTIONS

Any policy we issue will have the following exceptions unless they are taken care of to our satisfaction.

- Rights or claims of parties in possession of the land not shown by the public record.
- 2. Easements, or claims of easements, not shown by the public record.
- 3. Any facts about the land which a correct survey would disclose, and which are not shown by the public record.
- Any liens on your title, arising now or later, for labor and material not shown by the public record.
- 5. Taxes, charges and assessments:
- Surpurface conditions or encreachments not disclosed by an instrument of record (Owner's Policy Only)
- 7. Lies for unpaid taxes for the year 1996.
- $\epsilon.$ Pcrsble additional taxes assessed or levied under N.J.S.A. 54:4-63.1 et seq.
 - NGTE: Policy insures that the alphabetical Indicies have been searched through the recording of the Deed and/or Mortgage, and same are properly indexed.
- Subject to rights of the utility company servicing the insured property for water, sewer, electric, telephone and cable television.

NOTE: Policy insures that the dwelling does not encroach on the utility lines and said utility lines do not interfere with the use and occupancy of the dwelling for residential purposes.

NGTE. This policy insures that the mortgage set forth under Schedule A nergof is a valid first lien on the property described therein. $^{\circ}$

Countersigned:

Authorized Signatory

Page 5

Schedule B-Section II Form No. 1106-6 NJRB 3-02 10-15-82

065010 ISM

Commonwealth
Land Title Insurance Comp

Augit No. XII-015519

Date: July 30, 1996

To: National Home Funding, Inc., its successors and/or its assigns 3443 Highway 9 North Freehold, NJ 07728

Attention: Closing Department

RE: Closing Service Letter
Issuing Agent or Attorney whose conduct is covered:
Stanley Yacker, Esq.
3443 Highway 9 North
Freehold, NJ 07728

File No: CT-17956 A

Transaction: RONALD BALOGH Premises: 529 20TH STREET IRVINGTON

Dean Customen:

When title insurance of Commonwealth Land Title Insurance Company is specified for your protection in connection with the closing of the above described real estate transaction in which you are to be a lender secured by a mortgage of an interest in land, the Company, subject to the Conditions and Exclusions set forth below, hereby agrees to remourse you for actual loss incurred by you in connection with that closings when conducted by the above named Issuing Agent (an agent authorized to issue title insurance of the Company) of Commonwealth Land Title Insurance Company or the above named Attorney and when such loss arises out of:

- ...l. Falure of the Issuing Agent or Attorney to comply with your written closing instructions to the extent that they relate to: (a) the title to said interest in land or the validity, enforceability and priority of the lien of said mortgage on said interest in land, including the obtaining of documents and the disbursement of funds necessary to establish such title or lien, or (b) the collection and payment of funds due you; or
 - 2. Fraud of or misapplication by the Issuing Agent or Attorney in handling your funds in connection with the matters set forth in numbered paragraph 1 above.

If you are a lender protected under the foregoing paragraph, your borrower in connection with a loan secured by a mortgage on a one-to-four family dwelling, which is the principal residence of the borrower, shall be protected, but only to the extent of the foregoing paragraph 2, as if this letter were addressed to your borrower. If you are a purchaser of a one-to-four family dwelling, including a condominium unit, which is your principal residence, and are paying cash for the purchase, you are protected, but only to the extent of the foregoing paragraph 2.

MEW JERSEY LAND TITLE INSURANCE RATING BUREAU NURE 6-84 8/1/ 94 1650to ISM

14 1 4 AND EXCLUSIONS

in any will not be liable to you for loss arising out of:

. The of the Attorney to comply with your closing instructions which require the title insurance protection inconsistent with that set forth in the title inance binder or commitment issued by the Company. Instructions which recuire removal of specific exceptions to title or compliance with the requirements channed in said binder or commitment shall not be deemed to be inconsistent.

. or impairment of your funds in the course of collection or while on deposit with a bank due to bank failure, insolvency or suspension, except such as shall thom failure of the Issuing Agent or Attorney to comply with your writtening instructions to deposit the funds in a bank which you designated by name

Minimizes' and materialmen's liens in connection with a construction lear trans-: 11.7. except to the extent that protection against such liens is afforced to a consumance binder, commitment or policy of the Company.

- It is a losing is to be conducted by an Issuing Agent or Attorney, a title insurance to be in commitment for the issuance of a policy of title insurance of the Compan.

 The been received by your prior to the transmission of your final closing insirumins to the Attorney.
- when the Company shall have reimbursed you pursuant to this letter, it shall be subritares to all rights and remedies which you would have had against any person or frient, had you not been so reimbursed. Liability of the Company for such reim-tone that you have knowingly and voluntarily int: : - : the value of such right of subrogation.
- E. A. Demanty of the Company for loss incurred by you in connection with closings of real false transactions by an Issuing Agent or Attorney shall be limited to the production provided by this letter. However, this letter shall not affect the protein afforded by a title insurance binder, commitment or policy of the Company.
- E. Claim: shall be made promptly to the Company at its office at 8 Penn Center, Philadelphia. Pennsylvania 19103. When the failure to give prompt notice shall prejudice the Company, then liability of the Company hereunder shall be reduced to the extent of such prejudice.

THIS LETTER DOES NOT APPOINT THE ABOVE NAMED ATTORNEY AS AN AGENT OF COMMONWEALTH LAND TITLE INSURANCE COMPANY.

The protection under this Letter is limited to the closing on the premises described in the caption of this Letter.

Commonwealth Land Title Insurance Company

Robert F. Agel, President Coastal Title Agency, Inc.

Agent

NEW JERSEY LAND TITLE INSURANCE RATING BUREAU

NJR8 6-04 8/1/94

EXHIBIT 34

COMMONWEALTH LAND TITLE INSURANCE COMPANY

IMPORTANT NOTICE AND DISCLOSURE

- 1. By law Commonwealth Land Title Insurance Company is required to advise you that the Title Insurance Commitment issued by us may contain conditions, exceptions, exclusions, limitations and requirements governing our liability and the coverage you may receive. REAL ESTATE TRANSACTIONS ARE COMPLEX. THE COMPANY DOES NOT REPRESENT YOU AND CANNOT GIVE YOU LEGAL ADVICE. YOU ARE ENTITLED TO REVIEW THE TITLE INSURANCE COMMITMENT WITH AN ATTORNEY AT LAW OF YOUR OWN CHOOSING, AT YOUR EXPENSE, PRIOR TO THE TRANSFER OF TITLE. WE STRONGLY ADVISE THAT YOU DO SO.
- 2. THE ATTORNEY RETAINED BY YOU, OR BY YOUR LENDER, CLOSING OR SETTLING THIS TITLE IS NOT AN AGENT FOR AND DOES NOT ACT ON BEHALF OF COMMONWEALTH LAND TITLE INSURANCE COMPANY THE COMPANY ASSUMES NO LIABILITY FOR ANY LOSS, COST, OR EXPENSE INCURRED BY YOU BECAUSE YOUR ATTORNEY OR YOUR LENDER'S ATTORNEY HAS MADE A MISTAKE OR MISAPPLIED YOUR FUNDS. Because the attorney is not our agent, we assume no responsibility for any information, advice, or title insurance promises the attorney may give or make. Our only liability to you is under the terms of the Commitment, Policy and Closing Service Letter if you choose to obtain one,
- 3. If you desire to obtain protection from this Company regarding the application of your funds or compliance with requirements relating to the issuance of the proposed policy, the Company will, on request and the payment of the fees filed with, and approved by, the Department of Insurance, provide for a settlement service.
- 4. By law we are also required to advise you that we have been asked to issue a mortgage policy to the lender in the amount shown on Schedule A of the enclosed Title Insurance Commitment. If you have not already requested it, you have the right and opportunity to obtain title insurance in your own favor for an additional premium which we will quote on request.

COASTAL TITLE AGENCY, INC. P.O. BOX 740 FREEHOLD, NJ 07728 TOLL FREE IN N.J. 800-521-0378 (908) 308-1660

INFORMATION SHEET

The Title Insurance Commitment is a legal contract between you and Commonwealth Land Title Insurance Company. It is issued to show the basis on which we will issue a Title Insurance Policy to you. The Policy will insure you against certain risks to the land title, subject to the limitations shown in the Policy.

The Company will give you a sample of the Policy Form, if you ask.

The Commitment is based on the land title as of the Commitment Date. Any changes in the land title or the transaction may affect the Commitment and the Policy.

The Commitment is subject to its Requirements, Exceptions and Conditions.

THIS INFORMATION IS NOT PART OF THE TITLE INSURANCE COMMITMENT.

YOU SHOULD READ THE COMMITMENT VERY CAREFULLY.

If you have any questions about the commitment, contact the Issuing Agent.

TABLE OF CONTENTS Page AGREEMENT TO ISSUE POLICY SCHEDULE A Insert 1. Commitment Date 7. 4.5 2. Policies to be Issued, Amounts and Proposed Insureds 3. Interest in the Land and Owner : 4. Description of the Land SCHEDULE B-I - REQUIREMENTS Insert SCHEDULE B-II = TITLE INSURANCE COMMITMENT COASTAL TITLE AGENCY, INC.

P.O. Box 740 Freehold, NJ 07728 Toll Free in N.J. 800-521-0378

(908) 308-1660

COMMONWEALTH LAND TITLE INSURANCE COMPANY



NJBR 3-02 Form 1106-9

WS1 033040

n Land Title Association Commitment - 1982

COMMONWEALTH LAND TITLE INSURANCE COMMANY A Reliance Group Holding. Lompany

TITLE INSURANCE COMMITMENT

SCHEDULE A

Commitment No.

Commitment Date: July 10, 1996
 Policy or Policies to be issued:

 (a) [X] ALTA Residential Title Insurance Policy One-to-Four Family Residences (6/1/87)
 [] ALTA Owner -- (4/6/92)

Proposed Insured:

RONALD BALOGH

(b) [X] ALTA Loan Policy (10/17/92)

168,750.00

Proposed Insured: National Home Funding, Inc., its successors and/or its assigns 3443 Highway 9 North Freehold, NJ 07728

- 3. LEASEHOLD interest in the land described in this Commitment is owned, at the Commitment Date, by Cristo Property Management Ltd. by deed from, FBC, Inc., dated, recorded, in the Monmouth County Clerk's/Register's office in deed book, page. (about to be recorded).
- 4. The land referred to in this Commitment is in the County of Monmouth, City of Long Branch, State of New Jersey and is described as follows:

COMMONWEALTH LAND TITLE INSURANCE COL ANY A Reliance Group Holdings Company

TITLE INSURANCE COMMITMENT

Commitment No.

File No. CT-17957 A

DESCRIPTION

ALL that certain tract, lot and parcel of land lying and being in the City of Long Branch, County of Monmouth and state of New Jersey, being more particularly described as follows:

Being known as Lot 19 in Block 153, on the tax map of Long Branch, NJ 07740.

More commonly known as 408 Second Ave.

Beginning on the west side of Second Avenue distant 15.00 feet northerly from the northeast corner of a lot of land conveyed to George Darby Company by Hotel St. Lorenz Co. by deed bearing date of April 18, 1898, recorded in Book 606 of deeds on page 391; and from said point running

- along the west side of Second Avenue North 20 degrees east, 85.00 feet; thence
- 2. North 75 degrees 20 minutes west, parallel with the north line of said Darby Company lot conveyed as aforesaid, 175.00 feet to a point; thence
- southerly and parallel with Second Avenue, 85.00 feet; thence
- 4. easterly and parallel with the second course 175.00 feet to the point or place of Beginning.

Together with the right of way or easement over a strip of land 15 feet wide adjoining the above described premises on the south, as recorded in Deed Book 1248 page 122.

- continued -

NOTE: Being Lot(s) 19, Block 153, Tax Map of the City of Long Branch.

Issued By:
COASTAL TITLE AGENCY, INC.
P.O. Box 740, 21 N. Main Street, Suite 2, Freehold, NJ 07728
(908) 308-1660 (800) 521-0378 (908) 775-5543 FAX #(908) 308-1881

COMMONWEALTH LAND TITLE INSURANCE COMPANY A Reliance Group Holding...ompany

TITLE INSURANCE COMMITMENT

SCHEDULE B - SECTION 1

Commitment No.

File No. CT-17957 A

REQUIREMENTS

The following requirements must be met:

- (a) Pay the agreed amounts for the interest in the land and/or the mortgage to be insured.
- (b) Pay us the premiums, fees and charges for the policy.
- (c) Document(s) satisfactory to us creating the interest in the land and/or the mortgage to be insured must be signed, delivered and recorded:
 - 1. Deed made by Cristo Property Management Ltd. to the proposed insured(s) named in Schedule A, 2(a).
 - 2. Mortgage made by purchaser(s) to the proposed insured(s) named in Schedule A, 2(b).
- (d) You must tell us in writing the name of anyone not referred to in this Commitment who will get an interest in the land or who will make a loan on the land. We may then make additional requirements or exceptions.
- .. (e) Proof is required as to the past and present marital status of the proposed grantors/mortgagors.
 - NOTE: The spouse of the record owner must join in the proposed transaction, unless this is not the principal marital residence and was acquired subsequent to May 28, 1980. On any property acquired prior to May 28, 1980, the spouse must join in the proposed transaction regardless of whether it is the principal marital residence or not.
- (f) All taxes and other municipal liens are to be paid through and including the current quarter.
 - NOTE: In the event the tax search reveals a senior citizen deduction or a veteran's deduction, a proper escrow must be established to safeguard in the event the deduction is disallowed. If it is to be disallowed, the deduction should be restored to the taxes when calculating your adjustment.
- (g) Municipal Lien and Unconfirmed Assessment Searches have been ordered, not yet received.
- (h) New Jersey Superior and U.S. District Court and County judgment searches are clear.

(i) Subject to such facts which would be disclosed by sellers, purchasers, and/or borrowers affidavit of title, to be submitted.

- a. Variable Rate Endorsement Renegotiable or Adjustable.
- b. Negative Amortization Endorsement

There is an additional \$25.00 charge for this endorsement and, if Negative Amortization is required, possibly an increase in premium. When this has been determined we are to be notified prior to closing in order to make the necessary amendment to the Title Commitment and our invoice.

NOTE: This Policy will insure all facsimile copies of endorsements as originals.

NOTE: The attached ALTA 9 Specimen Endorsement will be made a part of the Mortgage Policy to be issued. Special comprehensive title protection is afforded by said endorsement to the Mortgagee only. Affirmative insurance to the Owners can be given on a line by line basis. Please see Schedule B, Section 2.

NOTE: The attached ALTA 8.1 Specimen Endorsement will be made a part of the Mortgage Policy to be issued.

NOTE: We require a copy of the closing statement be submitted with the closing package.

 $\mbox{NOTE}\colon$ The attached ALTA 1 Specimen Endorsement will be made a part of the Mortgage Policy to be issued.

NOTE: Flood search is attached hereto and is provided as an accommodation only. No liability is assumed for the results of said flood search.

- (j) Receipt of proper corporate affidavit of title for Cristo Property Management Ltd.
- (k) Certificate as to corporate resolution authorizing the proposed deed made by the proposed grantor is to be submitted.
- (1) Receipt of proper corporate affidavit of title for FBC Inc.
- (m) Corporate status report and supplement franchise tax report have been ordered but not yet received as to FBC Inc.

NOTE: IN THE EVENT THAT YOU DO NOT RECEIVE THE FRANCHISE TAX SEARCH BY THE CLOSING DATE, PLEASE CONTACT THIS OFFICE FOR ESCROW INSTRUCTIONS...

 (n) Certificate as to corporate resolution authorizing the proposed deed made by the proposed grantor is to be submitted.

Schedule B-Section 1 Form No. 1106-3

COMMONWEALTH LAND TITLE INSURANCE COMPANY A Reliance Group Holding. Company

TITLE INSURANCE COMMITMENT

SCHEDULE B - SECTION II

Commitment No.

File No. CT-17957 A

EXCEPTIONS

Any policy we issue will have the following exceptions unless they are taken care of to our satisfaction.

- Rights or claims of parties in possession of the land not shown by the public record.
- 2. Easements, or claims of easements, not shown by the public record.
- Any facts about the land which a correct survey would disclose, and which are not shown by the public record.
- Any liens on your title, arising now or later, for labor and material not shown by the public record.
- 5. Taxes, charges and assessments:
- Subsurface conditions or encroachments not disclosed by an instrument of record. (Owner's Policy Only)
- 7. Lien for unpaid taxes for the year 1996.
- Possible additional taxes assessed or levied under N.J.S.A. 54:4-63.1 et seq.
 - NOTE: Policy insures that the alphabetical Indicies have been searched through the recording of the Deed and/or Mortgage, and same are properly indexed.
- Subject to rights of the utility company servicing the insured property for water, sewer, electric, telephone and cable television.
 - NOTE: Policy insures that the dwelling does not encroach on the utility lines and said utility lines do not interfere with the use and occupancy of the dwelling for residential purposes.
- 10. Rights of others in and to the uninterrupted flow of the brook and/or stream crossing or bounding the subject premises, together with flooding and drainage rights appurtenant thereto if any.
 - NOTE: Policy insures that said rights do not interfere with the use and occupancy of the dwelling.

- 11. Utility easement(s) as contained in Deed Book 2658, Page 548.
- 12. Easement as contained in Deed Book 1248, Page 122.

NOTE: This policy insures that the mortgage set forth under Schedule A hereof is a valid first lien on the property described therein.

Countersigned:

12ed Signacy

Page 5

Schedule B-Section II Form No. 1106-6 MJRB 3-02 10-15-82 **Commonwealth**Land Title Insurance Company

Audit No. X01-015517

Date: July 30, 1996

To: National Home Funding, Inc., its successors and/or its assigns 3443 Highway 9 North Freehold, NJ 07728 Attention: Closing Department

RE: Closing Service Letter
Issuing Agent or Attorney whose conduct is covered:
Stanley Yacker, Esq.
330 Highway 34
Suite 3
Matawan, NJ 07747

File No: CT-17957 A
Transaction: RONALD BALOGH
Premises: 408 2ND AVENUE
LONG BRANCH

Dear Customer:

When title insurance of Commonwealth Land Title Insurance Company is specified for your protection in connection with the closing of the above described real estate transaction in which you are to be a lender secured by a mortgage of an interest in land, the Company, subject to the Conditions and Exclusions set forth below, hereby agrees to remburse you for actual loss incurred by you in connection with that closings when conducted by the above named Issuing Agent (an agent authorized to issue title insurance for the Company) of Commonwealth Land Title Insurance Company or the above named Attorney and when such loss arises out of:

- 1. Failure of the Issuing Agent or Attorney to comply with your written closing instructions to the extent that they relate to: (a) the title to said interest in land or the validity, enforceability and priority of the lien of said mortgage on said interest in land, including the obtaining of documents and the disbursement of funds necessary to establish such title or lien, or (b) the collection and payment of funds due you; or
- 2. Fraud of or misapplication by the Issuing Agent or Attorney in handling your funds in connection with the matters set forth in numbered paragraph 1 above.

If you are a lender protected under the foregoing paragraph, your borrower in connection with a loan secured by a mortgage on a one-to-four family dwelling, which is the principal residence of the borrower, shall be protected, but only to the extent of the foregoing paragraph 2, as if this letter were addressed to your borrower. If you are a purchaser of a one-to-four family dwelling, including a condominium unit, which is your principal residence, and are paying cash for the purchase, you are protected, but only to the extent of the foregoing paragraph 2.

NEW JERSEY LAND TITLE INSURANCE RATING BUREAU NJRB 6-04 8/1//94

CONDITIONS AND EXCLUSIONS

- A. The Company will not be liable to you for loss arising out of:
 - Failure of the Attorney to comply with your closing instructions which require require title insurance protection inconsistent with that set forth in the title insurance binder or commitment issued by the Company. Instructions which require the removal of specific exceptions to title or compliance with the requirements contained in said binder or commitment shall not be deemed to be inconsistent.
 - Loss or impairment of your funds in the course of collection or while on deposit
 with a bank due to bank failure, insolvency or suspension, except such as shall
 result from failure of the Issuing Agent or Attorney to comply with your written
 closing instructions to deposit the funds in a bank which you designated by name.
 - Mechanics' and materialmen's liens in connection with a construction loan transaction, except to the extent that protection against such liens is afforded by a title insurance binder, commitment or policy of the Company.
- B. If the closing is to be conducted by an Issuing Agent or Attorney, a title insurance binder or commitment for the issuance of a policy of title insurance of the Company must have been received by you prior to the transmission of your final closing instrutions to the Attorney.
- C. When the Company shall have reimbursed you pursuant to this letter, it shall be sub-rogated to all rights and remedies which you would have had against any person or property had you not been so reimbursed. Liability of the Company for such reimbursement shall be reduced to the extent that you have knowingly and voluntarily impaired the value of such right of subrogation.
- D. Any liability of the Company for loss incurred by you in connection with closings of real estate transactions by an Issuing Agent or Attorney shall be limited to the protection provided by this letter. However, this letter shall not affect the protection afforded by a title insurance binder, commitment or policy of the Company.
- E. Claims shall be made promptly to the Company at its office at 8 Penn Center, Philadelphia, Pennsylvania 19103. When the failure to give prompt notice shall prejudice the Company, then liability of the Company hereunder shall be reduced to the extent of such prejudice.

THIS LETTER DOES NOT APPOINT THE ABOVE NAMED ATTORNEY AS AN AGENT OF COMMONWEALTH LAND TITLE INSURANCE COMPANY.

The protection under this Letter is limited to the closing on the premises described in the caption of this Letter.

Commonwealth Land Title Insurance Company

Popart E Mool

Robert F. Age President Coastal Title Agency, Inc.

Agent

NEW JERSEY LAND TITLE INSURANCE RATING BUREAU NJRB 6-04 8/1/94

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aed with Policy No. 137-082841						
COMMONWEALTH LAND	POLICY OF TITLE INSURANCE					
TITLE INSURANCE COMPANY A Reliance Group Holdings Company	•					
	POLICY NUMBER 554-632894					
	SCHEDULE A					
Amount of Insurance \$161,250.00	Flin No. CT-17957 A					
Fremium: Simultaneous Issue						
Bate of Policy MM97						
1. Name of Insured:	4 7 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1					
National Home Funding, Inc., its successors as	d/or assigns, as their mercus may appear					
 The estate or interest in the land described its Fee Simple and is at Date of Policy vested 	n this Schedole and which is encumbered by the insured mortgage lo:					
GEORGE T, LEODIS						
as Sollows:	rred martgago, and the assignments thereof, if any, are described					
the Monamuch County Clerk's Office in Mores	rried to National Home Funding, Inc., dated \$/10/96 and recorded 3/3/96 in age Book 6148 Page 415 in the amount of \$161,250.00.					
 The land referred to in this policy is described as set forth in the insured movinger, is situated in the Manager County, City of Long Branch, State of New Jerray and is identified as follows: 						
(See I	DESCRIPTION ATTACHED)					
(022)						
Countersigned: Authorized Officer or Agent						
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ALTA Lund/Construction Louis Schedule A	,					
FORM TIME-IN						
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NOTE: Being Lot(s) 19, Block 153, Tax Map of the City of Long Branch.

Issued By: COASTAL TITLE AGRECY, INC. P.O. Box 740, 21 W. Main Street, Suite 2, Freehold, NJ 07728 (508) 308-1660 (600) 521-0378 (508) 775-5543 FAX #(508) 308-1881

COM0-000034

Policy No. 554-632894

File No. CT-17957 A

COMPANIA E P

PARTI

This policy does not insure against loss or damage by reason of the following:

- Recreachments, everlaps, boundary line disputes, and any other matters which would be disclosed by an
 accurate survey and inspection of the premises. OMIT
- 2. Lien for unpaid taxes for the year 1996, (Taxes paid through date of closing) "Subsequent taxes not yet due and payable".
- 3. Possible additional taxes assessed or levied under NJ.S.A. 54:4-63.1 et seq. "None yet due and payable".

NOTE: Policy insures that the alphabetical Indicies have been searched through the recording of the Dead and/or Mortgage, and same are properly indexed.

- Subject to rights of the utility company survicing the insured property for water, sewer, electric, telephone and cable relevision.
 - NOTE: Policy insures that the dwelling does not encrosed on the utility lines and said utility lines do not interfere with the use and occupancy of the dwelling for residential purposes.
- Rights of others in and to the uninterrupted flow of the brook sadder stream crossing or bounding the subject premises, together with flooding and drainage rights appearement thereto if any.
 - NOTE: Policy insures that said rights do not interfere with the use and necupancy of the dwelling.
- fig. Utility easement(s) as contained in Deed Book 2658, Page 548,
- 2. Bestment as contained in Deed Book 1248, Page 122.

NOTE: This policy insures that the mortgage set forth under Schedule A hereof is a valid first lien on the property described therein.

NOTE: Unless Schedule B Part II is attacked there are no subordinate matters that affect the title to the estate or interest referred to in Schedule A.

ALTA Loan/LH Loan/Construction Loan Schedule N-Part F (NJ) Form 1191-38

C0M0000035

Policy No. 554-632894

File No. CT-17957 A

SCHEDULE B

PARTII

In addition to the matters set forth in Part I of this Schedule, the title to the Estate or interest in the land described or referred to in Schedule A is subject to the following matters, if any be shown, but the Company lossers that such matters are subordinate to the ilea or charge of the insured martyage upon said estate or interest. None.

PA 28 ALTA Lean/LH Loan/Construction Loan Schodule B - Part II Form 1101-15

COMO000036